

# Harmony Child Behaviour Consultancy

## Terms and Conditions of Service.

### Definition of terms in this document

Harmony Child Behaviour Consultancy is referred to as "**HCBC**".

The customer or client instructing and in receipt of the HCBC Services is referred to as "**the Client**".

The person performing the Services on behalf of HCBC is referred to as "**the Consultant**".

The advice, performed activities and written documentation presented by HCBC and / or the Consultant on behalf of HCBC including any additional services at the request of the Client in connection with the child or young person is referred to as "**Agreed Services**".

The existence of the child's and /or young person's circumstances in respect of the details referred to HCBC is referred to as the "**case**".

**The law** by which these Terms and Conditions shall be interpreted and acted shall be the Law of England and Wales.

HCBC have a standard range of charges for Consulting hours, miles travelled by motor vehicle and general expenses for any accommodation and / or subsistence that may be incurred in performing the agreed services, collectively known as the "**fees**".

### 1 - Child Protection

1.1 - It is accepted by all parties that the ultimate safety and security of any child or young person presented to HCBC by the Client is paramount. In instructing HCBC to perform the Agreed Services, the Client accepts and agrees that the Consultant and/or HCBC are jointly and severally duty bound by law to inform the relevant formal services and/or Authorities if, in the opinion of the Consultant and/or HCBC, the child or young person in question is at risk of a breach to their security and/or safety.

1.2 - The Consultant and/or HCBC reserve the right to carry out any actions for which they are duty bound by the law to perform with or without the knowledge and / or consent of the Client.

### 2 - Exchange of Information and Confidentiality

2.1 - The Client agrees without reservation to provide all information known to them that relates or may relate to the reason(s) that the Client engaged HCBC to provide the Agreed Services.

2.2 - The Client agrees and accepts that failure to provide all the known relevant information known to them with respect to the child and/or young person may compromise the any result from the performance of the Agreed Services.

2.3 - The Client agrees and accepts that it may be necessary for the Consultant and/or HCBC to have access to information relating to the child or young person from other formal services and/or Authorities in order to fully understand the whole circumstances of the child or young person in order to perform Agreed Services.

2.4 - The client agrees to obtain, under the Freedom of Information Act 2000 (or as may be amended thereafter), any relevant information from the formal services and/or Authorities as may be reasonably requested by the Consultant and present the information received, unaltered and without amendment to the Consultant and/or HCBC for review and/or assistance in the performance of the Agreed Services.

2.5 - The Client agrees and accepts that failure to request from the formal services and/or Authorities and further, provide in a timely manner, the unaltered received information to the Consultant when requested, may compromise the result from the performance of the Agreed Services. Without compromising the legal rights of the Client, HCB may levy further fees for frustration and/or cessation of the Agreed Services. In this case, the Client will be liable to pay without deduction any outstanding fees and expenses resulting from frustration and/or cessation of the Agree Services by HCBC.

2.6 - The Consultant and/or HCBC will treat all details made available by the Client to them about the child or young person confidentially and in doing so shall not divulge any information provided to them by the Client in this connection save as is provided for in clause 1 or as may be further agreed in writing by the Client or that is common knowledge outside the parties referred to in these Terms and Conditions.

### **3 - Interviewing and Observation Tasks**

3.1- Initial Set-up Meetings/Interviews to establish case details about the child or young person will be held on neutral ground or in the child's or young person's home at the Client's discretion but always pending the Consultant's agreement.

3.2 - One to One meetings and /or interviews between the Consultant and the child or young person will only be conducted in the presence of the child or young persons parent or legal Guardian or in certain cases an appropriate adult to be nominated by the Client in writing.

3.3 - One to One meetings can be conducted in most cases either at the child or young persons normal place of residence or in a neutral place to be agreed between the Client and the Consultant.

3.4 - In all cases of observation of the child or young person, the observation must take place at the child's or young person normal place of residence unless otherwise expressly agreed in writing by the Consultant.

3.5 - In the event of meetings and/or interviews taking place on neutral ground, the child or young person must be taken to the place of the meeting in a timely manner by the Client or the Clients appropriate adult nominee always providing clause 3.2 is satisfied.

### **4 - Recommendations, Remedies and Courses of Action**

4.1 - Following the agreed interview(s) and/or observation(s) with the Client and /or child or young person, the Consultant shall on behalf of HCBC, make recommendations and/or prescribe courses of action in order to establish further details and/or attempt to remedy the child's or young person's behavioural issues.

4.2 - The Client agrees to follow all reasonable recommendations and courses of action prescribed by the Consultant on behalf of HCBC and the Client further agrees and accepts that failure to follow all reasonable recommendations and courses of action may result in failure of recommendations and remedies for the child or young person and that any failure of such reasonable recommendations and/or remedies shall in no way reflect badly on HCBC or the Consultant and further shall not relieve the Client of the liability to pay in full all outstanding fees due to HCBC and /or the Consultant.

## **5 - Duty of Care, Methodologies and Guarantees**

5.1 - Any Consultant(s) practising under the umbrella of HCBC and/or their agents are highly experienced and trained practitioners in the subject of children and young peoples education, behavioural issues, care and protection.

Any Consultant(s) practising under the umbrella of HCBC and/or their agents have a Duty of Care to:

5.2 - employ such practices, methodologies and/or remedies as are widely recognised by the appropriate authorities as tried and tested means to help children and young people control or alleviate behavioural issues. At no time will any child or young person who has been assigned to HCBC or their Consultant(s) be subjected to any untested or unrecognised practice during the course of carrying out the agreed services.

and

5.3 - will at all times carry out their duties in performing the agreed services to the best of their abilities and do so always with the child or young persons best interests foremost in mind.

5.4 - It is agreed and accepted without reservation by the Client that any success to be gained out of following any recommendation, course of action and/or remedy will, if at all, be as a result of the Client dutifully following, without deviation, the recommended course of action and/or remedies prescribed by HCBC and/or their Consultant(s) together with the child or young person's willingness to cooperate. It is further accepted that in the light of recommended courses of action and/or remedies not producing the desired result that, at the Client discretion, alternative courses of action and/or remedies may be introduced by HCBC and /or/ the Consultant and that this process is one of continued and controlled trials.

5.5 - As there cannot be any guarantee to HCBC and/or their Consultant(s) that any course of action and/or remedies prescribed by them during performing the agreed services will be performed by the Client in accordance with the recommendations, there cannot be any guarantee given by HCBC and/or their consultant(s) given, assumed, written or otherwise implied or that any recommendation, course of action and/or remedy will be effective and/or successful to any preconceived degree.

## **6 - Referral to an alternative Consultant or Authority**

6.1 - It is recognised by HCBC and/or their nominated Consultant that in most cases HCBC will have been selected by the Client or referred to the Client by a third party.

6.2 - HCBC reserve the right to refer the child's or young person's case at any time to an alternative suitably qualified third party and/or Authority if, in the opinion of HCBC and / or the Consultant, the circumstances and / or events associated with the case and / or the Client and /or the child or young person have materially changed to an extent that any reasonably anticipated successful outcome of the agreed services may be jeopardised and possibly affect the security and / or safety of the child or young person.

6.3 - In such cases of referral as mentioned in clause 6.2, the Client agrees to pay all fees outstanding to HCBC and / or the Consultant without delay and without attaching any requirement for success, significance, importance and / or relevance to the results, successful or otherwise, of any services and / or actions performed by the party to whom the case is referred.

6.4 - The Client may for reasonably reject a party to which HCBC and / or the Consultant wish to refer the case. However, the Client may not unreasonably withhold agreement to referral of the case.

6.5 - Any reasonable cost associated with the referral of the case to an alternative suitably qualified third party and/or Authority shall be born by the Client.

6.6 - HCBC will not accept a case in the knowledge that it will need to be referred.

## **7 - Payment of fees and legal costs.**

7.1 - The Client agrees to pay all fees for the agreed services rendered by HCBC on behalf of the Consultant at the agreed stages and in the stated manner and amounts in a timely manner.

7.2 - HCBC reserve the right to charge interest for late payment of fees at the rate of 2% above the minimum lending rate as set by the London clearing banks from time to time.

7.3 - The Client agrees that it has been advised of and accepts that HCBC have standard fees. The Client further agrees that the fees will be added to the Clients account as incurred in performance of the agreed services and that the accrual of such fees shall be invoiced at the regular intervals throughout the execution of the agreed services.

7.4 - The Client agrees to bare the cost and pay for in a timely manner any reasonable legal fees and other legitimate fees howsoever incurred during in the execution of the agreed services.

7.5 - The Client agrees to pay the relevant fees in full for any session which is cancelled with 24 hours or less notice of cancellation. Notice of cancellation shall be in writing advised by land mail, email or text message. Recorded phone message is not an acceptable form of cancellation.

These Terms and Conditions do not relieve the Client of their statutory rights as may be present in or granted by the law from time to time.

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